

SERIAL 10157 S COURT REPORTING AND TRANSCRIPTION SERVICES

DATE OF LAST REVISION: April 7, 2011 CONTRACT END DATE: March 31, 2014

CONTRACT PERIOD THROUGH MARCH 31, 2014

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **COURT REPORTING AND TRANSCRIPTION SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 7, 2011 (Eff. 04/01/11)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Materials Management

AS/mdm
Attach

Copy to: Materials Management
Andrew Mesquita, Workforce Management and Development
Merri Plummer, Administrative Deputy Director (OPDS)
Kathleen Badendick, Risk Management
Annette Yorgensen, Air Quality Department

(Please remove Serial 04144-S from your contract notebooks)

COURT REPORTING & TRANSCRIPTION SERVICE

1.0 INTENT:

The intent of this solicitation is to identify qualified providers of court reporter services and transcription services, as defined in the technical specifications, to provide services to Maricopa County Courts and other Maricopa County departments on an as required basis. Maricopa County reserves the right to award this contract to multiple bidders. No services shall be provided without a valid purchase order in place.

The scope of this solicitation and the resultant contract is as follows:

- a. To provide court reporters to record jury trials and special events as may be required.
- b. To provide court reporters to record other hearings and depositions for other County agencies as required.
- c. To provide transcription services for various other agencies throughout Maricopa County.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.6 and 2.7, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF SERVICES:

2.1 TECHNICAL REQUIREMENTS:

2.1.1 COURT REPORTING:

Background: Several County agencies, offices, and departments are involved in administrative and/or legal proceedings which require the attendance by, and record keeping capabilities of, a Professional Court Reporter.

The Contractor shall provide qualified personnel and materials necessary to report, transcribe, and furnish completed documents related to depositions, hearings, and other proceedings, as follows:

- 2.1.1.1 The Contractor guarantees that all work shall be performed in a businesslike manner and according to the highest standards of the reporting profession. Failure to provide an accurate transcription, following accepted rules of spelling and punctuation, could result in a retyping of the transcript at no additional expense to the County.
- 2.1.1.2 The Contractor shall, at all times, promptly provide as many qualified court reporters and maintain such staff and equipment as may be necessary for the prompt furnishing of quality reporting services, including transcripts which shall conform to the format set forth herein.
- 2.1.1.3 The Contractor shall record and incorporate everything spoken during a session into the transcript unless otherwise directed. This shall include a record of appearances, together with such other matters as may be directed by the Presiding Officer, County Attorney, or Deputy County Attorney to

be included. Nothing spoken at the proceedings shall be "off the record" unless so designated by the Presiding Officer, County Attorney, Deputy County Attorney or Defense Counsel. Should the reporter have any questions on the technical aspects of the hearing or fail to hear any part of the proceeding, he/she shall ask the Presiding Officer, County Attorney, or Deputy County Attorney to clarify the statement(s). This is not intended to give a reporter authority to interrupt the proceedings on a frequent basis.

2.1.1.4 The Contractor shall record proceedings by recognized stenographic or non-stenographic means in such a manner as to create a verbatim record of the proceedings. All personnel providing services under the provisions of this contract shall be in all cases an Arizona State Certified court reporter.

2.1.1.5 For trials, special sessions, hearings, and depositions which are sworn proceedings, the Contractor shall provide service for proceedings held between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the basic contract rates. Contractors are required to work overtime when requested to do so, in which case an overtime rate of 1-1/2 hours per each hour of overtime worked shall be allowed. Each individual agency shall be responsible for the professional conduct of a proceeding. Situations of undue hardship should be brought to the agency's attention by the reporter. Inordinate hardships should be brought to the Contract Officer's attention for investigation and/or resolution.

Travel time to and from the place of the hearing or deposition shall not be included in computing the per diem fee for providing court reporting services in the greater metropolitan area, i.e., Phoenix, Tempe, Mesa, Scottsdale, Peoria, Chandler, and Glendale. Mileage will be reimbursed for travel for services provided in areas not listed above, i.e., Gila Bend, Buckeye, and Wickenburg, at the mileage rate set by the Board of Supervisors in Maricopa County, to and from the court reporter's office address or home address, whichever is less, to the place of hearing or deposition.

It is understood that not all bidders are able to provide these services to all agencies in all geographic locations throughout Maricopa County.

2.1.1.6 Transcripts will be provided, using the format as described in 2.1.1.7, at a per page rate for the different types of copies as described in 2.1.1.8.

2.1.1.7 **FORMAT:**

2.1.1.7.1 The Contractor shall provide transcripts in the following format:

2.1.1.7.1.1 All transcripts shall be typed in black ink on 8-1/2" x 11" size paper. Numbers indicating each line of the transcription shall be printed at the left marginal line of the transcript.

2.1.1.7.1.2 The title page of the transcript shall set forth the name and docket number of the proceeding, the date and place of the proceeding, and the name of the witnesses, except in the case of a hearing, the name of the witnesses shall be listed in the index.

The title page of the transcript shall be followed by a page or pages appropriately marked indicating the witnesses testifying, the exhibits discussed for depositions, and an index for each witness indicating the pages devoted to the witnesses' testimony and an index of exhibits including a brief description of the nature of the exhibit.

2.1.1.7.1.3 All pages of the transcript shall be numbered consecutively.

2.1.1.7.1.4 The transcript shall meet the following specifications:

2.1.1.7.1.4.1 Type size shall be pica, ten (10) characters per inch.

2.1.1.7.1.4.2 Single sided, double-spaced.

2.1.1.7.1.4.3 Not less than 25 lines on pages 8-1/2" x 11".

2.1.1.7.1.4.4 The left margin shall not exceed 1-3/4".

2.1.1.7.1.4.5 The right margin shall not exceed 3/8".

2.1.1.8 COPY DEFINITIONS:

2.1.1.8.1 Regular copy: Transcripts shall be delivered within twenty (20) calendar days after the conclusion of the proceedings. One calendar day shall be allowed for each consecutive day a proceeding extends beyond the initial day, up to a maximum of ten (10) additional calendar days (i.e., thirty (30) calendar days after conclusion of proceeding).

2.1.1.8.2 Expedited copy: Transcripts shall be delivered within ten (10) calendar days after the conclusion of the proceedings.

2.1.1.8.3 Rush copy: Transcripts shall be delivered within one (1) calendar day after the conclusion of the proceedings.

2.1.1.8.4 Post Proceeding copy: If an agency orders a transcript, after the proceeding is completed, delivery shall be within twenty (20) calendar days after receipt of a written order.

2.1.1.8.5 Non-Agency copy: When a transcript is ordered by an entity, other than the ordering agency, the contractor shall receive agency permission if required. In addition, the non-agency entity shall receive a copy of the transcript based on the Contractor's per page rate. The original is to be retained by the contractor for possible future sale to the ordering agency.

- 2.1.1.9 When a transcript is designated "Regular", "Expedited", or "Rush", such a designation indicates that the County requires delivery of the transcript within the time prescribed in this agreement for the kind of delivery ordered. When transcripts are designated as "Regular", Expedited", or "Emergency" but are not delivered in accordance with the period of time prescribed in this agreement for the kind of delivery ordered, payment to the Contractor shall be made at the rates applicable to the time of delivery actually achieved; except that if the contractor, regardless of the type of delivery ordered, fails to deliver the transcript to the County within the applicable period prescribed for "Regular" transcript, a further reduction in price will be made as follows in computation of the injury caused the County for the contractors delayed delivery: The amount to be paid for the transcript will be reduced by 2% of the awarded price for the transcript, computed at the "Regular" rate, for each business day or fraction thereof that delivery is deferred beyond the time limit applicable to delivery or "Regular" transcript, up to the total of 50% of the "Regular" transcript price. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO ABROGATE THE PERFORMANCE REQUIREMENT OF THIS AGREEMENT OR TO PERMIT THE CONTRACTOR TO FAIL TO PERFORM OR TO DELAY IN PERFORMING ANY DUTIES OR RESPONSIBILITIES UNDER THE CONTRACT.
- 2.1.1.10 Compact disks (CD's) shall be made available to the County for purchase, as requested/applicable, formatted to the County's specifications.
- 2.1.1.11 EXPERIENCE AND REFERENCES:
- 2.1.1.11.1 Information specifically related to the Contractor's related experience in the field of Professional Court Reporting shall be included with the bid.
- 2.1.1.11.2 Listing of References: References offered shall be verifiable and must be able to comment on the Contractor's related experience.
- 2.1.1.11.3 The vendor's response shall include any additional information that reflects on the Contractor's ability to perform the required services. At a minimum, the number of years in business and other current contractual commitments should be cited.
- 2.1.1.12 EXPERTISE AND RELIABILITY OF CONTRACTOR'S KEY PERSONNEL:
- The bidder's response shall contain the following:
- 2.1.1.12.1 The Contractor shall provide an organizational chart showing the staffing lines of authority for the key personnel to be used in the project. The relationship to management and to support personnel should be clearly illustrated.
- 2.1.1.12.2 The Contractor shall provide a resume and data related to previous work assignments as may related to this Call for Bids for each key personnel to be assigned to the contract.

2.1.1.13 ESTIMATED USAGE:

2.1.1.13.1 The contract shall be on an as needed, if needed basis. The County makes no guarantee as to the volume of hours, pages, etc. which may be required.

2.1.1.14 PAYMENT:

2.1.1.14.1 Billings for services rendered, and payment therefore, will be in accordance with the procedures established by the County, but in no event will billing be required more frequently than twice per month.

2.1.1.14.2 NOTE: IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT A VALID PURCHASE ORDER IS IN PLACE FROM THE REQUESTING DEPARTMENT PRIOR TO ACCEPTING ANY ASSIGNMENTS!

2.1.1.15 DATA:

2.1.1.15.1 All notes, transcripts, records, tapes, exhibits and any other material that is a part of or relates to any action recorded by the Contractor shall be the property of Maricopa County.

2.1.1.16 REPORTER NOTES:

2.1.1.16.1 The Contractor shall retain in Arizona, all original notes and stenographic tapes of all examinations, depositions, hearings and other proceedings reported under this agreement for at least five (5) years from the date the case is closed and shall retain such notes and tapes in such a place and manner as to ensure their availability upon request.

2.1.1.17 KEY PERSONNEL:

2.1.1.17.1 It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor shall assign specific individuals to Court Reporting positions. New personnel must receive prior written approval of the County, before commencing with a contract project.

2.1.1.18 COMPENSATION/FEE SCHEDULE:

2.1.1.18.1 The compensation/fee schedule is as follows:

2.1.1.18.1.1 Payment will be made for all hours from initiation of service until sign out except for, lunches or significant breaks as identified by the invoice submitted. Justice Court Services will provide to all court reporters acceptable billing parameters.

- 2.1.1.18.1.2 When “on assignment” for the County (providing services under this contract), the court reporter is required to perform only Maricopa County services. The court reporter shall certify that all work performed during “lag time” is County work on the invoice submitted.
- 2.1.1.18.1.3 *“Lag time” is defined as time during a hearing, trial, special session, or deposition that occurs when there has been a break or recess in the proceedings. Court Reporters when “on assignment” for Maricopa County are paid with taxpayer money, and it is essential that if the County is to be charged for work performed during “ lag time”, that the work be for Maricopa County and not for another customer. Work being done for another customer during “ lag time” should be charged to that customer, and not to Maricopa County.*
- 2.1.1.18.1.4 Mileage will be paid for the following distant courts: Wickenburg, Gila Bend, and Buckeye. The rate will be the current Maricopa County mileage rate. This applies to both Justice Courts and other County agencies.
- 2.1.1.18.1.5 Contractor shall be compensated for approved mileage to the distant courts based on the mileage from their home address or to business address, whichever is less. This applies to both Justice Courts and other County agencies.
- 2.1.1.18.1.6 If a court reporter en route to court is called and cancelled or the entire calendar is cancelled after they are en route, the contractor will be paid at the standard hourly rate of \$25.00 per hour for one hour of service.

2.1.1.19 INVOICING:

- 2.1.1.19.1 The following items are required to be inclusive on each invoice submitted:
 - 2.1.1.19.1.1 County agencies shall be invoiced in accordance with their invoicing requirements.
 - 2.1.1.19.1.2 Invoices will be billed by each transaction: transcripts on one invoice, trials and motions on another. Contractors cannot combine multiple transactions on one invoice.
 - 2.1.1.19.1.3 Invoices must be received by the 15th of each month. If they are not received by this date they will be processed in the following month. This pertains to Justice Court Services only. For other County agencies, see section 2.3.

2.1.1.19.1.4 A.R.S. 12-821.01 and A.R.S. 11.628 apply, in which it states that no invoices over six (6) months old may be submitted. If an error is found on an invoice, the original will be returned to the contractor for correction.

2.1.1.19.1.5 Contractors are asked to follow specific invoice/billing format. Invoices received from the contractor that do not follow the required invoicing format, including but not limited to, proper signatures, correct pricing, etc., shall be rejected and returned to the contractor for correction. Research concerning resolution of incorrect invoices can be extensive and time consuming, therefore, the following process will be utilized for those contractors which experience recurring invoicing problems:

2.1.1.19.1.5.1 Initially, the incorrect invoice will be returned to the vendor for correction.

2.1.1.19.1.5.2 If the invoice is not corrected, after the invoice is returned to the County agency, a meeting will be held to discuss the problem, with the contractor.

2.1.1.19.1.5.3 If, subject invoice continues to be incorrect after the above steps are taken, the contractor will be placed on a 30-day notice (contractor will be advised via written notice) that the contractor award will be terminated, unless subject invoice is corrected to agree with invoice/billing format.

2.1.1.20 **DEFINITIONS:**

2.1.1.20.1 Motions – formal mode in which a litigant submits a purposed measure for the consideration and action of the court (this may also include oral arguments).

2.1.1.20.2 Jury Trials – DUI Trials and CR Misdemeanors and CR Traffic) these are the only trials court reporters hear and submit billings for.

2.1.1.20.3 Evidentiary Hearings – evidence and witnesses presented before going to trial. To determine any pre-trial motions, which include what can and cannot be introduced during the trial.

2.1.1.21 Contractor and/or employees shall NOT to be accompanied in their work area by acquaintances, family members, assistants or any other person unless said person is an authorized employee of the Contractor.

2.1.1.22 **QUALIFICATIONS:**

2.1.1.22.1 Effective approximately June 2000, once State certifications are being issued, court reporters who will be providing traditional stenographic recordings for the County must be certified, and must provide a copy of their certification.

2.1.1.22.2 Proceedings may be recorded using video tape, audio tape, or stenographic recording done by a certified court reporter. The decision of which method to use will be at the discretion of the using agency.

2.1.2 **TRANSCRIPTION SERVICES:**

Background: Various County agencies, offices, and departments are involved in administrative and/or legal proceedings, which require transcription services.

2.1.2.1 The contractor shall provided qualified personnel and materials necessary to transcribe, and furnish completed documents related to hearings, trials, meetings, interviews, medical charts and records, etc. as follows:

2.1.2.1.1 The Contractor guarantees that all work shall be performed in a businesslike manner and according to the highest standards of the transcription profession. Failure to provide an accurate transcription, following accepted rules of spelling and punctuation, could result in a retyping of the transcript at no additional expense to the County.

2.1.2.1.2 The Contractor shall, at all times, promptly provide as many qualified transcriptionists and maintain such staff as may be necessary for the prompt furnishing of quality transcribing services, including transcripts which shall conform to the format set forth herein.

2.1.2.1.3 The Contractor shall be supplied with the tape(s), which shall be transcribed.

2.1.2.1.4 Transcripts will be provided, using the format as described in 2.1.1.7 as a per page rate for the different types of copies as described in 2.1.1.8.

2.1.2.2 **QUALIFICATIONS:**

2.1.2.2.1 There are no specific "qualifications" for transcriptionists, so long as the finished product is in the proper format described in Section 2.1.1, and conforms to accuracy standards in Section 2.1.2.5.

2.1.2.3 Bidders responding to the Transcription portion of this solicitation are not required to be certified and may "no bid" the Court Reporter portion of the bid and still be considered responsive.

2.1.2.4 The County agency requiring transcription of tapes will contact the contractor with their request for transcription. This can be done via U.S. Mail, phone, fax, or email. The contractor may pick up the information for transcription, send a messenger, or request that this information be mailed. However, all delivery charges are the responsibility of the contractor. Do not list delivery charges as a separate line item. All other requests are the responsibility of the requestor.

2.1.2.5 ACCURACY:

2.1.2.5.1 The contractor shall be responsible for furnishing complete transcripts, which accurately reflect the full and complete verbatim record of the hearing. When errors attributable to the Contractor's performance appear in the transcript (i.e., those which change or obscure the meaning of the testimony, but not including typographical errors or misspelling if the intended meaning is clearly evident, such as "their" for "there", etc.) in excess of one (1) error per 100 words of transcripts, the ordering agency may demand and the Contractor shall correct the errors and furnish corrected transcripts within three (3) calendar days after receipt of notification, and without additional cost to the ordering agency, regardless of the delivery time and the original order specified.

2.2 FACILITIES:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.3 INVOICES AND PAYMENTS:

2.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

2.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/) .

2.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.4 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.5 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.6 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.7 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE:

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

- 3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 Commercial General Liability:
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 3.5.10 Automobile Liability:
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
- 3.5.11 Workers' Compensation:
- 3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract;

and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

- 3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 Certificates of Insurance.

- 3.5.12.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

- 3.5.12.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

- 3.5.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 ORDERING AUTHORITY.

- 3.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

- 3.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.
- 3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.9 REQUIREMENTS CONTRACT:

- 3.9.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.
- 3.9.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.
- 3.9.3 Contractors agree to accept verbal notification of cancellation from the Materials Management Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.11 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the

County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.14 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.15 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.16 SUBCONTRACTING:

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.16.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

3.18 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.19 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

3.20 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.21 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.22 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.23 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.24.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.24.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain,

or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.24.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.24.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.24.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.25 ALTERNATIVE DISPUTE RESOLUTION:

3.25.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.25.1.1 Render a decision;

3.25.1.2 Notify the parties that the exhibits are available for retrieval; and

3.25.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.25.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.25.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for

failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.26.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

3.26.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.26.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.27 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

3.27.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

3.27.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.28 CONTRACTOR LICENSE REQUIREMENT:

3.28.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal,

State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

- 3.28.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.29 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

A/V TRONICS, INC. DBA AVTRANZ845 N 3RD AVE., PHOENIX, AZ 85003

RESPONDENT NAME:	A/V TRONICS, Inc. DBA Avtranz
ADDRESS:	845 N 3rd Ave., Phoenix, AZ 85003
TELEPHONE NUMBER:	602-263-0885
FACSIMILE NUMBER:	866-954-9068
WEB SITE:	Www.Avtranz.Com
REPRESENTATIVE:	Karen Samcoe
REPRESENTATIVE E-MAIL:	Karen.Samcoe@Avtranz.Com

	YES	NO	REBAT E
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	✓		
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	✓		
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:		✓	%
(Payment shall be made within 48 hours of utilizing the Purchasing Card)			
FUEL COMPRISES	N/A		% OF TOTAL BID AMOUNT. (If Applicable)
PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.			
PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.			
✓ NET 30 DAYS	2% 10 DAYS NET 30 DAYS	5% 30 DAYS NET 31 DAYS	

1.1 Court Services recording of trials or special sessions	Yes
1.2 Courts Services transcription of Hearings/Dispositions	
1.2.1 County specifies \$2.80 / per page - regular delivery.	Yes
1.2.2 County specifies \$0.30 / per page - when ordered by the ordering agency at the same time.	Yes
1.2.3 County specifies \$10.00 / per page - Affidavit of nonappearance.	Yes
1.3 Recording of Hearings/Depositions (other County agencies) - Transcriptions provided	
Attendance - First Hour (Deposition)	\$45.00
Attendance - Each Succeeding 1/2 hour (Deposition)	\$20.00
Attendance - First Hour (Hearing)	\$45.00
Attendance - Each Succeeding 1/2 hour (Hearing)	\$20.00
1.4 Recording of Hearings/Depositions (other County agencies) - No Transcript - Hold Notes	
Attendance - First Hour (Deposition)	\$60.00
Attendance - Each Succeeding 1/2 hour (Deposition)	\$30.00
Attendance - First Hour (Hearing)	\$60.00
Attendance - Each Succeeding 1/2 hour (Hearing)	\$30.00
1.5 Page Rate - Depositions	
Fee per page for original and one copy of transcript - Regular delivery	\$3.25
Fee per page for original and one copy of transcript - Expedited delivery	\$3.75
Fee per page for original and one copy of transcript - Rush delivery	\$7.50
Fee per page for each additional copy of transcript	\$0.50
Fee for Affidavit of non-appearance	\$20.00
1.6 Page Rate - Hearings	
Fee per page for original and one copy of transcript - Regular delivery	\$3.25
Fee per page for original and one copy of transcript - Expedited delivery	\$3.75
Fee per page for original and one copy of transcript - Rush delivery	\$7.50
Fee per page for each additional copy of transcript	\$0.50
Fee for Affidavit of non-appearance	\$20.00
1.7 Transcription of tapes (varous other County agencies)	
Fee per page for original and one copy of transcript - Regular delivery	\$3.75

A/V TRONICS, INC. DBA AVTRANZ845 N 3RD AVE., PHOENIX, AZ 85003

Fee per page for original and one copy of transcript - Expedited delivery	\$4.50
Fee per page for original and one copy of transcript - Rush delivery	\$8.00
Fee per page for each additional copy of transcript	\$0.50
1.8 Miscellaneous	
Fee for reproducing exhibits and documents	\$0.75
Fee for Compact Disks (CD's)	\$25.00

PRICING SHEET: NIGP CODE 9612401; 9617202

Vendor Number: 2011000542 0

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2014.**

CANYON STATE REPORTING SRVCS, L.L.C., 2415 E. CAMELBACK RD, STE. 700, PHOENIX, AZ 85016

1.8 Miscellaneous	
Fee for reproducing exhibits and documents	\$0.75
Fee for Compact Disks (CD's)	\$25.00

PRICING SHEET: NIGP CODE 9612401; 9617202

Vendor Number: 2011000545 0

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2014.**

COASH & COASH, INC., 1802 N. 7TH STREET, PHOENIX, AZ 85006

RESPONDENT NAME:	Coash & Coash, Inc.
ADDRESS:	1802 N. 7th Street, Phoenix, AZ 85006
P.O. ADDRESS:	
TELEPHONE NUMBER:	602-258-1440
FACSIMILE NUMBER:	602-258-2062
WEB SITE:	www.coashandcoash.com
REPRESENTATIVE:	Jerry Coash
REPRESENTATIVE E-MAIL:	jc@coashandcoash.com

	YES	NO	REBAT E
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	✓		
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	✓		
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:			✓ %
(Payment shall be made within 48 hours of utilizing the Purchasing Card)			
FUEL COMPRISES 0 % OF TOTAL BID AMOUNT. (If Applicable)			
PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.			
PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.			
✓ NET 30 DAYS	2% 10 DAYS NET 30 DAYS	5% 30 DAYS NET 31 DAYS	

ITEM DESCRIPTION	
1.1 Court Services recording of trials or special sessions	Yes
1.2 Courts Services transcription of Hearings/Dispositions	
1.2.1 County specifies \$2.80 / per page - regular delivery.	Yes
1.2.2 County specifies \$0.30 / per page - when ordered by the ordering agency at the same time.	Yes
1.2.3 County specifies \$10.00 / per page - Affidavit of nonappearance.	Yes
1.3 Recording of Hearings/Depositions (other County agencies) - Transcriptions provided	
Attendance - First Hour (Deposition)	\$40.00
Attendance - Each Succeeding 1/2 hour (Deposition)	\$20.00
Attendance - First Hour (Hearing)	\$40.00
Attendance - Each Succeeding 1/2 hour (Hearing)	\$20.00
1.4 Recording of Hearings/Depositions (other County agencies) - No Transcript - Hold Notes	
Attendance - First Hour (Deposition)	\$60.00
Attendance - Each Succeeding 1/2 hour (Deposition)	\$30.00
Attendance - First Hour (Hearing)	\$60.00
Attendance - Each Succeeding 1/2 hour (Hearing)	\$30.00
1.5 Page Rate - Depositions	
Fee per page for original and one copy of transcript - Regular delivery	\$3.40
Fee per page for original and one copy of transcript - Expedited delivery	\$5.10
Fee per page for original and one copy of transcript - Rush delivery	\$6.80
Fee per page for each additional copy of transcript	\$0.30
Fee for Affidavit of non-appearance	\$30.00
1.6 Page Rate - Hearings	
Fee per page for original and one copy of transcript - Regular delivery	\$6.00
Fee per page for original and one copy of transcript - Expedited delivery	\$9.00
Fee per page for original and one copy of transcript - Rush delivery	\$12.00
Fee per page for each additional copy of transcript	\$0.30
Fee for Affidavit of non-appearance	\$30.00

COASH & COASH, INC., 1802 N. 7TH STREET, PHOENIX, AZ 85006

1.8 Miscellaneous	
Fee for reproducing exhibits and documents	\$0.25
Fee for Compact Disks (CD's)	\$25.00

PRICING SHEET: NIGP CODE 9612401; 9617202

Vendor Number: 2011000539 0

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2014.**

COMBAT VETERAN VOICEWriters, 1146 N. MESA DR., STE 102-107, MESA, AZ 85201

RESPONDENT NAME: Combat Veteran Voicewriters
 ADDRESS: 1146 N. Mesa Dr., Ste 102-107, Mesa, AZ 85201
 P.O. ADDRESS:
 TELEPHONE NUMBER: 480-250-8830
 FACSIMILE NUMBER: 480-461-9572
 WEB SITE: www.combatveteranvoicewriters.com
 REPRESENTATIVE: Jennifer L Coots
 REPRESENTATIVE E-MAIL: jennifer@combatveteranvoicewriters.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:		✓	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	✓		
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:		✓	%
(Payment shall be made within 48 hours of utilizing the Purchasing Card)			
FUEL COMPRISES 0 % OF TOTAL BID AMOUNT. (If Applicable)			
PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.			
PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.			
✓ NET 30 DAYS	2% 10 DAYS NET 30 DAYS	5% 30 DAYS	NET 31 DAYS

ITEM DESCRIPTION	
1.2 Courts Services transcription of Hearings/Dispositions	
1.2.1 County specifies \$2.80 / per page - regular delivery.	yes
1.2.3 County specifies \$10.00 / per page - Affidavit of nonappearance.	yes
1.7 Transcription of tapes (various other County agencies)	
Fee per page for original and one copy of transcript - Regular delivery	\$3.30
Fee per page for original and one copy of transcript - Expedited delivery	\$5.57
Fee per page for original and one copy of transcript - Rush delivery	\$8.80
Fee per page for each additional copy of transcript	\$0.30
1.8 Miscellaneous	
Fee for reproducing exhibits and documents	\$0.50
Fee for Compact Disks (CD's)	\$0.10

PRICING SHEET: NIGP CODE 9612401; 9617202

Vendor Number: 2011000527 0

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2014.**

COPPERSTATE REPORTING SERVICE, 12601 N. 59TH PLACE, STE 100, SCOTTSDALE, AZ 85254-4313

RESPONDENT NAME: Copperstate Reporting Service
 ADDRESS: 12601 N. 59th Place, Ste 100, Scottsdale, AZ 85254-4313
 P.O. ADDRESS:
 TELEPHONE NUMBER: 602-795-5515
 FACSIMILE NUMBER: 602-266-9692
 WEB SITE: www.copperstatereporting.com
 REPRESENTATIVE: William A. McNutt III
 REPRESENTATIVE E-MAIL: Bill@Copperstate.phxcoxmail.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	✓		
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	✓		
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:		✓	%
(Payment shall be made within 48 hours of utilizing the Purchasing Card)			
FUEL COMPRISES n/a % OF TOTAL BID AMOUNT. (If Applicable)			
PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.			
PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.			
✓ NET 30 DAYS	2%	10 DAYS NET 30 DAYS	5% 30 DAYS NET 31 DAYS

ITEM DESCRIPTION	
1.1 Court Services recording of trials or special sessions	\$25.00 per hour As pertains to statutory fees, this contract will automatically be modified to conform with any fee increases during contract term.
1.2 Courts Services transcription of Hearings/Dispositions	
1.2.1 County specifies \$2.80 / per page - regular delivery.	\$2.80 As pertains to statutory fees, this contract will automatically be modified to conform with any fee increases during contract term.
1.2.2 County specifies \$0.30 / per page - when ordered by the ordering agency at the same time.	\$.30 As pertains to statutory fees, this contract will automatically be modified to conform with any fee increases during contract term.
1.2.3 County specifies \$10.00 / per page - Affidavit of nonappearance.	\$10.00

1.3 Recording of Hearings/Depositions (other County agencies) - Transcriptions provided	
Attendance - First Hour (Deposition)	\$45.00
Attendance - Each Succeeding 1/2 hour (Deposition)	\$22.50
Attendance - First Hour (Hearing)	\$55.00
Attendance - Each Succeeding 1/2 hour (Hearing)	\$27.50
1.4 Recording of Hearings/Depositions (other County agencies) - No Transcript - Hold Notes	
Attendance - First Hour (Deposition)	\$90.00
Attendance - Each Succeeding 1/2 hour (Deposition)	\$45.00
Attendance - First Hour (Hearing)	\$100.00
Attendance - Each Succeeding 1/2 hour (Hearing)	\$50.00
1.5 Page Rate - Depositions	
Fee per page for original and one copy of transcript - Regular delivery	\$4.25
Fee per page for original and one copy of transcript - Expedited delivery	\$6.25
Fee per page for original and one copy of transcript - Rush delivery	\$7.50
Fee per page for each additional copy of transcript	\$2.75
Fee for Affidavit of non-appearance	\$45.00

**COPPERSTATE REPORTING SERVICE, 12601 N. 59TH PLACE, STE 100, SCOTTSDALE, AZ
85254-4313**

1.6 Page Rate - Hearings	
Fee per page for original and one copy of transcript - Regular delivery	\$4.75
Fee per page for original and one copy of transcript - Expedited delivery	\$7.00
Fee per page for original and one copy of transcript - Rush delivery	\$8.00
Fee per page for each additional copy of transcript	\$2.95
Fee for Affidavit of non-appearance	\$45.00
1.7 Transcription of tapes (various other County agencies)	
Fee per page for original and one copy of transcript - Regular delivery	\$3.75
Fee per page for original and one copy of transcript - Expedited delivery	\$5.00
Fee per page for original and one copy of transcript - Rush delivery	\$7.00
Fee per page for each additional copy of transcript	\$0.50
1.8 Miscellaneous	
Fee for reproducing exhibits and documents	\$0.25
Fee for Compact Disks (CD's)	\$45.00

PRICING SHEET: NIGP CODE 9612401; 9617202

Vendor Number: 2011000541 0

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2014.**

GRIFFIN & ASSOCIATES, LLC, 3030 N CENTRAL AVENUE, STE 1102, PHOENIX, AZ 85012

RESPONDENT NAME: Griffin & Associates, LLC (Court Reporters)
 ADDRESS: 3030 N Central Avenue, Ste 1102, Phoenix, AZ 85012
 P.O. ADDRESS:
 TELEPHONE NUMBER: 602 264 2230
 FACSIMILE NUMBER: 602 264 2245
 WEB SITE: www.griffinreporters.com
 REPRESENTATIVE: Pamela A. Griffin
 REPRESENTATIVE E-MAIL: pgriffin@griffinreporters.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	✓		
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	✓		
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:		✓	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES % OF TOTAL BID AMOUNT. (If Applicable)

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.

PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

✓ NET 30 DAYS 2% 10 DAYS NET 30 DAYS 5% 30 DAYS NET 31 DAYS

ITEM DESCRIPTION	
1.1 Court Services recording of trials or special sessions	Requests \$40.00
1.2 Courts Services transcription of Hearings/Dispositions	
1.2.1 County specifies \$2.80 / per page - regular delivery.	Requests \$3.40
1.2.2 County specifies \$0.30 / per page - when ordered by the ordering agency at the same time.	Yes
1.2.3 County specifies \$10.00 / per page - Affidavit of nonappearance.	Requests \$60.00
1.3 Recording of Hearings/Depositions (other County agencies) - Transcriptions provided	
Attendance - First Hour (Deposition)	\$40.00
Attendance - Each Succeeding 1/2 hour (Deposition)	\$20.00
Attendance - First Hour (Hearing)	\$40.00
Attendance - Each Succeeding 1/2 hour (Hearing)	\$20.00
1.4 Recording of Hearings/Depositions (other County agencies) - No Transcript - Hold Notes	
Attendance - First Hour (Deposition)	\$60.00
Attendance - Each Succeeding 1/2 hour (Deposition)	\$30.00
Attendance - First Hour (Hearing)	\$60.00
Attendance - Each Succeeding 1/2 hour (Hearing)	\$30.00
1.5 Page Rate - Depositions	
Fee per page for original and one copy of transcript - Regular delivery	\$3.40
Fee per page for original and one copy of transcript - Expedited delivery	\$5.10
Fee per page for original and one copy of transcript - Rush delivery	\$6.80
Fee per page for each additional copy of transcript	\$0.30
Fee for Affidavit of non-appearance	\$60.00
1.6 Page Rate - Hearings	
Fee per page for original and one copy of transcript - Regular delivery	\$6.00
Fee per page for original and one copy of transcript - Expedited delivery	\$9.00
Fee per page for original and one copy of transcript - Rush delivery	\$12.00
Fee per page for each additional copy of transcript	\$0.30
Fee for Affidavit of non-appearance	\$60.00

GRIFFIN & ASSOCIATES, LLC, 3030 N CENTRAL AVENUE, STE 1102, PHOENIX, AZ 85012

1.7 Transcription of tapes (various other County agencies)	
Fee per page for original and one copy of transcript - Regular delivery	\$5.00
Fee per page for original and one copy of transcript - Expedited delivery	\$7.50
Fee per page for original and one copy of transcript - Rush delivery	\$10.00
Fee per page for each additional copy of transcript	\$0.30
1.8 Miscellaneous	
Fee for reproducing exhibits and documents	\$0.30
Fee for Compact Disks (CD's)	\$15.00

PRICING SHEET: NIGP CODE 9612401; 9617202

Vendor Number: 2011000529 0

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2014.**

MILLER CERTIFIED REPORTING, LLC, PO BOX 513, LITCHFIELD PARK, AZ 85340

RESPONDENT NAME:	Miller Certified Reporting, LLC
ADDRESS:	PO Box 513, Litchfield Park, AZ 85340
P.O. ADDRESS:	PO Box 513, Litchfield Park, AZ 85340
TELEPHONE NUMBER:	623-975-7472
FACSIMILE NUMBER:	623-974-7462
WEB SITE:	www.MillerCertifiedReporting.com
REPRESENTATIVE:	Angela F. Miller, Owner/Operator
REPRESENTATIVE E-MAIL:	angela@millercertifiedreporting.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	✓		
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	✓		
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:			✓
(Payment shall be made within 48 hours of utilizing the Purchasing Card)			
FUEL COMPRISES	N/A	% OF TOTAL BID AMOUNT. (If Applicable)	
PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.			
PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.			
✓ NET 30 DAYS	2% 10 DAYS NET 30 DAYS	5% 30 DAYS NET 31 DAYS	

ITEM DESCRIPTION	
1.1 Court Services recording of trials or special sessions	yes
1.2 Courts Services transcription of Hearings/Dispositions	
1.2.1 County specifies \$2.80 / per page - regular delivery.	Yes
1.2.2 County specifies \$0.30 / per page - when ordered by the ordering agency at the same time.	Yes
1.2.3 County specifies \$10.00 / per page - Affidavit of nonappearance.	Yes
1.3 Recording of Hearings/Depositions (other County agencies) - Transcriptions provided	
Attendance - First Hour (Deposition)	\$35.00
Attendance - Each Succeeding 1/2 hour (Deposition)	\$17.50
Attendance - First Hour (Hearing)	\$40.00
Attendance - Each Succeeding 1/2 hour (Hearing)	\$20.00
1.4 Recording of Hearings/Depositions (other County agencies) - No Transcript - Hold Notes	
Attendance - First Hour (Deposition)	\$60.00
Attendance - Each Succeeding 1/2 hour (Deposition)	\$30.00
Attendance - First Hour (Hearing)	\$70.00
Attendance - Each Succeeding 1/2 hour (Hearing)	\$35.00
1.5 Page Rate - Depositions	
Fee per page for original and one copy of transcript - Regular delivery	\$3.50
Fee per page for original and one copy of transcript - Expedited delivery	\$4.00
Fee per page for original and one copy of transcript - Rush delivery	\$7.50
Fee per page for each additional copy of transcript	\$1.00
Fee for Affidavit of non-appearance	\$75.00
1.6 Page Rate - Hearings	
Fee per page for original and one copy of transcript - Regular delivery	\$3.75
Fee per page for original and one copy of transcript - Expedited delivery	\$4.25
Fee per page for original and one copy of transcript - Rush delivery	\$7.75
Fee per page for each additional copy of transcript	\$1.00
Fee for Affidavit of non-appearance	\$75.00
1.7 Transcription of tapes (varous other County agencies)	
Fee per page for original and one copy of transcript - Regular delivery	\$5.00
Fee per page for original and one copy of transcript - Expedited delivery	\$6.00

MILLER CERTIFIED REPORTING, LLC, PO BOX 513, LITCHFIELD PARK, AZ 85340

Fee per page for original and one copy of transcript - Rush delivery	\$9.00
Fee per page for each additional copy of transcript	\$1.00
1.8 Miscellaneous	
Fee for reproducing exhibits and documents	\$0.25
Fee for Compact Disks (CD's)	\$20.00

PRICING SHEET: NIGP CODE 9612401; 9617202

Vendor Number: 2011000536 0

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2014.**

QUICK RESPONSE TRANSCRIPTION SERVICES, 829 EAST WINDSOR AVE., PHOENIX, ARIZONA 85006

RESPONDENT NAME: Quick Response Transcription Services
 ADDRESS: 829 East Windsor Ave., Phoenix, Arizona 85006
 P.O. ADDRESS:
 TELEPHONE NUMBER: 602-561-2283
 FACSIMILE NUMBER:
 WEB SITE:
 REPRESENTATIVE: Julie A. Fish
 REPRESENTATIVE E-MAIL: quickresponsetranscription@cox.net

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	✓		
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:		✓	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:		✓	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES % OF TOTAL BID AMOUNT. (If Applicable)

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.

PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO

CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

✓ NET 30 DAYS 2% 10 DAYS NET 30 DAYS 5% 30 DAYS NET 31 DAYS

ITEM DESCRIPTION	
1.7 Transcription of tapes (various other County agencies)	
Fee per page for original and one copy of transcript - Regular delivery	\$2.50
Fee per page for original and one copy of transcript - Expedited delivery	\$2.50
Fee per page for original and one copy of transcript - Rush delivery	\$5.00
Fee per page for each additional copy of transcript	\$0.35
1.8 Miscellaneous	
Fee for reproducing exhibits and documents	\$0.35
Fee for Compact Disks (CD's)	\$3.00

PRICING SHEET: NIGP CODE 9612401; 9617202

Vendor Number: 2011000552 0

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2014.**

R & S TYPING SERVICES, 5485 S. LIVE OAK, GILMER, TX 75644

RESPONDENT NAME: R & S Typing Services
 ADDRESS: 5485 S. Live Oak, Gilmer, TX 75644
 P.O. ADDRESS:
 TELEPHONE NUMBER: 9037253075
 FACSIMILE NUMBER:
 WEB SITE:
 REPRESENTATIVE: Sheila Orms
 REPRESENTATIVE E-MAIL: rspaint@earthlink.net

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	✓		
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	✓		
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:		✓	%
(Payment shall be made within 48 hours of utilizing the Purchasing Card)			
FUEL COMPRISES 0 % OF TOTAL BID AMOUNT. (If Applicable)			
PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.			
PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.			
✓ NET 30 DAYS	2% 10 DAYS NET 30 DAYS	5% 30 DAYS NET 31 DAYS	

ITEM DESCRIPTION	
1.2 Courts Services transcription of Hearings/Dispositions	
1.2.1 County specifies \$2.80 / per page - regular delivery.	Yes
1.2.2 County specifies \$0.30 / per page - when ordered by the ordering agency at the same time.	Yes
1.2.3 County specifies \$10.00 / per page - Affidavit of nonappearance.	Yes
1.5 Page Rate - Depositions	
Fee per page for original and one copy of transcript - Regular delivery	\$2.76
Fee per page for original and one copy of transcript - Expedited delivery	\$2.86
Fee per page for original and one copy of transcript - Rush delivery	\$5.49
Fee per page for each additional copy of transcript	\$0.20
Fee for Affidavit of non-appearance	\$30.00
1.6 Page Rate - Hearings	
Fee per page for original and one copy of transcript - Regular delivery	\$2.76
Fee per page for original and one copy of transcript - Expedited delivery	\$2.86
Fee per page for original and one copy of transcript - Rush delivery	\$5.69
Fee per page for each additional copy of transcript	\$0.49
Fee for Affidavit of non-appearance	\$30.00
1.7 Transcription of tapes (varous other County agencies)	
Fee per page for original and one copy of transcript - Regular delivery	\$3.76
Fee per page for original and one copy of transcript - Expedited delivery	\$3.86
Fee per page for original and one copy of transcript - Rush delivery	\$6.49
Fee per page for each additional copy of transcript	\$0.60
1.8 Miscellaneous	
Fee for reproducing exhibits and documents	\$0.85
Fee for Compact Disks (CD's)	no bid

PRICING SHEET: NIGP CODE 9612401; 9617202

Vendor Number: 2011000533 0

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2014.**

SQUAW PEAK REPORTERS, INC., 519 EAST THOMAS RD., PHOENIX, ARIZONA 85012

RESPONDENT NAME:	Squaw Peak Reporters, Inc.
ADDRESS:	519 East Thomas Rd., Phoenix, Arizona 85012
P.O. ADDRESS:	P.O. Box 26158, Phoenix, Arizona 85068
TELEPHONE NUMBER:	602-956-7618
FACSIMILE NUMBER:	602-956-0732
WEB SITE:	SquawPeakReporters.com
REPRESENTATIVE:	Dalton Moss
REPRESENTATIVE E-MAIL:	Dalton@squawpeakreporters.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	✓		
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:		✓	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:		✓	%
(Payment shall be made within 48 hours of utilizing the Purchasing Card)			
FUEL COMPRISES		% OF TOTAL BID AMOUNT. (If Applicable)	
PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.			
PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.			
✓ NET 30 DAYS		2% 10 DAYS NET 30 DAYS	5% 30 DAYS NET 31 DAYS

ITEM DESCRIPTION	
1.3 Recording of Hearings/Depositions (other County agencies) - Transcriptions provided	
Attendance - First Hour (Deposition)	\$40.00
Attendance - Each Succeeding 1/2 hour (Deposition)	\$20.00
1.4 Recording of Hearings/Depositions (other County agencies) - No Transcript - Hold Notes	
Attendance - First Hour (Deposition)	\$80.00
Attendance - Each Succeeding 1/2 hour (Deposition)	\$40.00
1.5 Page Rate - Depositions	
Fee per page for original and one copy of transcript - Regular delivery	\$3.75
Fee per page for original and one copy of transcript - Expedited delivery	\$5.63
Fee per page for original and one copy of transcript - Rush delivery	\$7.50
Fee per page for each additional copy of transcript	\$0.50
Fee for Affidavit of non-appearance	\$10.00
1.7 Transcription of tapes (various other County agencies)	
Fee per page for original and one copy of transcript - Regular delivery	\$6.00
Fee per page for original and one copy of transcript - Expedited delivery	\$7.50
Fee per page for original and one copy of transcript - Rush delivery	\$10.00
Fee per page for each additional copy of transcript	\$0.50
1.8 Miscellaneous	
Fee for reproducing exhibits and documents	\$0.30
Fee for Compact Disks (CD's)	\$35.00

PRICING SHEET: NIGP CODE 9612401; 9617202

Vendor Number: 2011000524 0

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2014.**